EXHIBIT A

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IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

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In re
BRITESTARR HOMES, INC.,

Debtor.

Chapter 11
Case No.
02-50811 (AHWS)

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BRITESTARR HOMES, INC.,

Plaintiff,

-against-

Adversary Proceeding
No. 03-0507

PIPER RUDNICK LLP,

Defendant.

---------------------------------x

October 28, 2004
9:25 a.m.

Continued Deposition of DAVID NORKIN, taken by Defendant, at the offices of Ivy, Barnum & O'Mara, 170 Mason Street, Greenwich, Connecticut, before Roberta Caiola, a Shorthand Reporter and Notary Public within and for the State of New York.

A P P E A R A N C E S:

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BY: LISA VENTO-GUSTAFSON, ESQ.
MARK KRATTER, ESQ.

Also Present:
ROSANNA NORKIN

them to Mr. Beatman?
A. Yes.
Q. You were supposed to turn them over right away, weren't you?
A. No.
Q. How long was the period of time between the time that you received the money from the sale of the house --
A. I didn't receive the money.
Q. You need to let me finish the question. From the time that you received the money from the sale of the house to the time that it was given to Mr. Beatman?
A. I don't know.
Q. Was it more than a year?
A. It may have been more than a year, I don't know.
Q. Was it more than two years?
A. It could be, I don't remember.
Q. Do you remember having your deposition taken by an assistant in the United States attorney in the bankruptcy case?
A. Where, when and how?
Q. It was on May 16, 2002.
A. Who was the attorney?

Q. Her name was Ms. Nevins, do you remember that?
A. Yes, I do.
Q. Ms. Nevins asked you about the proceeds from that sale of your house, right?
A. I don't remember.
Q. When you testified you told her that Piper Rudnick had the money, or had had the money that came from the sale of that house, do you recall that?
A. No, I don't.
(Document, marked Exhibit 326 for identification.)
Q. Do you remember now Mr. Norkin?
A. Yes, I'm just trying to put it in context. The only reason I did this is I didn't want to think I was misleading or lying to anybody and just clarified this point, that's all there was to it. It was an honest mistake, it was just after that I believe I was in the hospital for two weeks and I really wasn't feeling that well.
Q. Let me summarize this and then we can move on to the next area. As I understand it, she was asking you questions about the sale

of the house which generated I guess about $180,000 or so more than the mortgage?

A. No, it was less.

Q. You mistakenly told her that the money had been kept at Piper Rudnick?

A. Yes.

Q. You made that mistake in your deposition and the next day you wrote her this letter, Exhibit 326, and told her you had been wrong?

A. I clarified it, yes, I didn't want to be caught in a lie.

Q. One of the reasons that you mentioned by way of explanation was that the presence of the ABB people, as you can imagine, didn't help you at all?

A. Yes.

Q. What did you mean by that?

A. Here were the people who defrauded me, wanted to hold my company, wanted to control my life and I was abused by Ms. Nevins who doesn't like me, by people who have taken my livelihood and chances of future success for their own benefit and not giving me anything in return.

Q. Because the presence of the ABB people was upsetting to you because you disliked them so much?

A. And I didn't think they should have been there anyway.

Q. The answer to my question is yes, the presence of the ABB people had upset you?

A. Oh, yes.

Q. And contributed to your failure of recollection?

A. Yes.

Q. You were introduced to Piper Rudnick by Mark Schwarz?

A. Mark Schwarz.

Q. And specifically it was Mr. Fenton that you met with?

A. He and Mark Schwarz are friends, so I was led to believe.

Q. Did you understand Mr. Fenton to be a real estate lawyer?

A. Initially no, but then I put two and two together and subsequently found out what Mr. Fenton truly is.

Q. What did you understand was the reason Mr. Schwarz was bringing you to Piper could make some money by representing ABB in the regulatory process of erecting his plant, which was $1 billion, so it was a lot of money.

Q. This is in approximately what time period, 1999, when you first came to see Mr. Fenton?

A. No, it was early 2000.

Q. Whatever time it was?

A. I think.

Q. Whatever time it was, why did you feel like you needed another lawyer. You had an option agreement, the option agreement had a term, you already made your deal with ABB, why do you need another lawyer?

A. If I give you an example, do you know what an outtake agreement is.

Q. I do now.

A. You didn't know before you got this case, I didn't know what an outtake agreement was, Jeffrey Buss didn't, Mark Schwarz, he dances on a hot tin roof, he didn't know, Mr. Willig knew.

Q. Why did you need to know?

A. Because it was part of the process in permitting, not permitting, pardon me, of providing financing for this project, and one of the conditions that any lender would need from what I was led to believe was an outtake agreement.

Q. Wouldn't that be ABB's problem, why did you need a lawyer to deal with that?

A. I didn't trust them.

Q. Why not?

A. I didn't trust them because I was lied to.

Q. By who?

A. Steve Smith.

Q. More than once?

A. You bet you.

Q. More than a lot of times?

A. You bet you.

Q. When did you first realize that?

A. When he told me they owned their own construction company and they didn't. When they told me that they owned their own turbine manufacturing plant and they didn't, they owned a piece of it and then they sold it. When they told me that they were going to give me a $5 million loan and they didn't.

Q. You found that out pretty early on?

A. Yes, it was supposed to happen by July of 2000. By November 2001 there was going to be a financial closing, all these things and a bunch of other things that I just can't remember. I needed an attorney on the finess of these items, it was beyond certainly the capability of Mark Schwarz, he couldn't write a lease on a dog house.

Q. I'm going to try to go in chronological order, if I can keep it orderly. What I'm trying to get at is when you first came to Piper, whenever that was, sort of the state of affairs. I take it by that point they had already in effect reneged on the loan that they promised you. I take it from what you are saying there have been other statements made to you by ABB representatives which you found out were not true by that point, is that right?

A. Yes, the ABB representative that did all of this was Steve Smith.

Q. You wanted an attorney who you felt would have some background in the area as a check against what you were being told by the ABB people?

A. Yes.

the past, I could say a lot of things, I could say what if I had Bill Clinton cosign it with me, I said have Bill Clinton sign it with me, president of the United States, so yes. I don't understand the reasoning for the question and I really don't know what I would have done, what can I tell you.
Q. Who did Piper represent?
A. Britestarr Homes.
Q. Did you have --
A. They also represented my wife and myself.
Q. With respect to a small estate matter?
MR. CADDELL: Objection, mischaracterizes the evidence.
A. Do I answer?
MR. CADDELL: You can answer.
A. Their late partner, a very nice man died, he made a will for us which is paid for.
Q. Is that the only matters that anybody at Piper did for you individually, the only matter that was opened up for you individually?
A. That's it.

MR. CADDELL: Objection, calls for a legal conclusion.

Q. Did there come a time when you became dissatisfied with ABB's development efforts?

A. Yes.

Q. When approximately and why?

A. I was at a meeting at their office and I met with Gad Cohen, asked for the money they promised to lend me against my future earnings, when is the outtake agreement they had with one company. It just was in the beginning, it didn't take too long for me to open my eyes, after six months I became disillusioned, I saw nothing happening, I saw meetings at the site with field engineers I attended, it was a dog and pony show.

Q. What was a dog and pony show?

A. ABB's performance, all smoke and mirrors, no --

Q. Substance?

A. No flames.

Q. You said you think that you would have been coming to that conclusion within the first six months?

A. Yes, I think she sent it to Mark Schwarz and Mark Schwarz sent it to me, whatever the case is. I don't think she sent this directly to me, but it could very well be.
Q. You see there is a fax number down there, 203-894-9128, is that your fax number?
A. Yes, it was at that time.
Q. This was a draft of a forbearance agreement that would have related to Galea and Kruse, right?
A. Yes.
Q. Apparently you were forwarding this to Mr. Fenton for his comments, right?
A. Yes.
Q. Similarly, did you receive copies of the proposed extension of the option agreement?
A. No, I never received that, as far as I can remember. If I did at this moment I don't remember it.
(Document, marked Exhibit 329 for identification.)
A. Yes, I remember this one.
Q. What is it, Mr. Norkin?
A. It was a draft of what I considered

rewriting the option agreement.

Q. There is a handwritten cover letter from you to Mr. Fenton, right?

A. Yes.

Q. The first sentence of it says "Please give a copy of this joke", and the joke is underlined to Vincent"?

A. Right.

Q. The joke you are referring to is the proposed first amendment to the option agreement, right?

A. Yes, the contents.

Q. You weren't too impressed with it, were you?

A. I was hopping mad.

Q. Or angry as the case may be. Were you hopping mad or angry, as the case may be?

A. Because in essence there was a one-way agreement, they agreed to agree with themselves and not with anyone else, it was dictated to on the aggregate, all the stuff of what I remember of this just raised my blood pressure, it was stilted, an abomination.

Q. Were you willing to sign this proposed agreement?

A. No, I would never have signed that.

Q. On the document itself there are in large handwriting along the way "no, no, out"; is that your handwriting?

A. Yes.

Q. In those provisions where you had no, no and out and so forth, were those provisions that were unacceptable to you as president of Britestarr?

A. On the first blush, there could have been more.

Q. There could be more?

A. Objections.

(Short little note from David Norkin to Mr. Smith, marked Exhibit 330 for identification.)

Q. Tell me the story behind this Mr. Norkin, 330 is that short little note from you to Mr. Smith, right?

A. Yes.

Q. It reads in its entirety "ha ha, best regards to all"?

A. That was short for saying FU, that was a nice way.

Q. What I assumed you meant was since

you called it a joke, that it was the same, thanks for sending me the joke or something along those lines; is that a fair interpretation?

A. That would be fair.

Q. When I asked Mr. Fenton about the document that you referred to as the joke I started to point to, I don't know if you read this in his deposition, I started to point to a couple of provisions in there, I went to the first one and it said no next to it, I said is this a deal breaker for Mr. Norkin and he interrupted me and said the whole thing was a deal breaker for Mr. Norkin; would that be a fair statement?

A. Yes.

Q. Among the provisions that they had in here was a provision that said that they could take the option payments that you were due under the existing option agreement and use them to pay your creditors at their discretion; do you recall that?

A. Yes.

Q. Was that acceptable to you?

A. No.

Q. They also had in there and you have no next to it, that payments that were made by ABB to your creditors would be credited against the purchase price, was that acceptable to you?

A. No. If the loan as promised was given initially then none of this business would have occurred.

Q. Let me show you another document.

(Fax from David Norkin to Chris Doyle, marked Exhibit 331 for identification.)

Q. Do you recognize Exhibit 331?

A. Yes, very much so.

Q. What is it?

A. It is a letter, a fax from me to Chris Doyle of Southern.

Q. Southern was another name for Mirant, correct?

A. Right, it is a copy of the contract.

Q. How did you get Mr. Doyle's name?

A. Mr. Doyle was introduced to me by Mohawk Gas.

Q. How did that come, who was Mohawk Gas?

this letter?
A. No.
Q. Never?
A. No, not to the best of my recollection.
Q. Have you read Exhibit 134?
A. Yesterday briefly.
Q. Did you notice they had the same number of provisions in there like the ones that you thought were a joke?
A. I didn't compare.
Q. At this point in time one day before the expiration period, with you having a meeting set up for the next day or the day after with a representative of Mirant and with provisions in this proposal that included ones that you thought were a joke you weren't going to sign this, were you, even if you had seen it?
A. I don't know, it all depends. It was at the time we were in front of Judge Gammerman.
Q. Take a look at number 2. Number 2 says they are going to take the option payment that was due on December 1, 2000 and they are going to give it to Mark Schwarz and Mitch

Fenton's firms and the rest of it is going to go to Galea and Kruse and not to you?

A. Yes.

Q. Is that acceptable to you?

A. No, I didn't even know about it in this form.

Q. It says in here, look at paragraph 17 and 18, it says that "ABB can pay all or a portion of the option payments to your creditors or in forbearance agreements at their discretion", is that okay with you?

A. No, not in light of the fact that I was supposed to get a $3 million loan that this wouldn't have been necessary at all.

Q. Number 18 says that --

A. $5 million loan.

Q. Number 18 says that "the purchase price would be reduced by $1 for each dollar paid by ABB to any creditor of yours or Britestarr Homes", was that acceptable to you?

A. No, none of this would be acceptable, we should cut it short, this whole thing was not acceptable.

Q. Were you aware that ABB rescinded this deal the next day?

A. No, I don't remember.
Q. Let me show you what has been previously marked as Exhibit 174. Do you see on the front that there is a handwritten note?
A. Yes.
Q. Do you recognize the handwriting?
A. I'm just trying to figure out whose handwriting it is.
Q. It says Steve?
A. It says Steve.
Q. If you look at the cover sheet Mr. Norkin it says to Mark Schwarz, Mitchell Fenton and David Norkin and it has your fax number, right?
A. Yes, so I assume I got it.
Q. Do you recall getting this letter, Mr. Norkin?
A. All right.
Q. What I want you to look at is the first sentence, it says "This letter supersedes my letter dated March 12 on the same topic", do you see that?
A. Yes.
Q. You believe you did receive this, right?

A. I believe so, yes.
Q. If you had received it wouldn't you have asked Mark Schwarz for the March 12 letter, where is the March 12 letter, Mark?
A. You see what's unusual about this and I don't necessarily agree that I got this, this could have been done afterwards. At this point in time we weren't even looking at each other.
Q. We who?
A. Smith and myself. He had to send it, it doesn't make sense he sends it to Schwarz and Fenton and myself and he asked me to sign it, if I would do this I would say dear Mark or dear Mitch, have David sign this and send this back up right away. I don't know if I ever seen this, honestly speaking, I don't remember, but I do not think so.
Q. If you had seen it Mr. Norkin?
A. I would have rejected it.
Q. In addition, would you have asked for the March 12 letter that it refers to so you would know what the heck is going on?
A. Yes.
Q. We do know that, I can't remember

and easy, that's what it was.
Q. Just to get started?
A. Get started.
Q. What was your reaction when you learned that ABB had sued you?
A. You're asking me for things that could be quite evident if you never met me.
Q. I know, some of the questions are obvious that I ask but I need to get them on the record. I assume that you would be furious, enraged?
A. Yes, as we say in high vernacular, they had a lot of chutzpa.
Q. Once you learned that there was this lawsuit in place and there was a restraining order, did you then act in such a way that you discontinued the negotiations with Mirant until that order was resolved, is that true?
A. Repeat that again.
Q. Once you knew that there was a lawsuit and there was an order in place saying don't sell the property, did you stop all discussions with Mirant until the order issue was resolved?

Q. By Mr. Willig in the presence of Mr. Snedeicker?
A. That is not so, sir.
Q. What was the reason for your negotiations with Mirant?
A. A backup situation.
Q. Why did you feel like you needed a backup situation?
A. Isn't it quite obvious.
Q. Yes, but as I said I ask a lot of obvious questions, because you didn't think the ABB deal was going to go through?
A. In your words, yes.
Q. I'm going to ask a couple of more obvious questions so bear with me. Do you recall that ABB moved to have you held in contempt of court?
A. Pardon me.
Q. Do you recall that ABB moved to have you held in contempt of court?
A. ABB tried a lot of things.
Q. Do you recall that they did that?
A. Yes.
Q. You actually had to go in front of a hearing officer to testify to defend yourself

from a claim that you had been in contempt of court, right?
A. On what issue?
Q. On the issue of violating the TRO.
A. Yes.
Q. The hearing officer found in your favor?
A. Yes.
Q. How did that make you feel about ABB?
A. As good as the Red Socks last night against St. Louis Cardinals.
Q. Did you resent ABB as a result of what they did?
A. Let's put it this way, every deal that I tried to do I tried to make sure everybody walks away with a smile on their face. If one of the parties walks away with a frown somebody is going to get screwed, in this case it was me.
Q. Is it fair to say that by this point in time and I think the point in time we're talking about is the summer, early fall of 2001, that you had no desire to enter into a deal with the likes of ABB?

avenues that I could have pursued if this was all by by.

Q. Which avenues would those be?

A. I had other contacts of people, but I didn't because my head was all stuck in mud.

Q. The Mirant people indicated that they were not going to go forward in about October of 2001, is that right?

A. They couldn't until the end of the option.

Q. Didn't they tell you before the end of the option period that they were going to back away?

A. No, it was only after the Enron which I think was a little bit later than that.

Q. The end of the year 2001 came and ABB did not execute on its option the contract, correct?

A. Correct.

Q. What was your position with respect to whether or not ABB had any more enforceable rights with respect to the property?

A. My own interpretation is very simple, what is dead is dead.

Q. So you felt the agreement had

expired and was no longer viable?
A. Yes.
Q. In the meantime had ABB mounted another attack on you with respect to your ownership of the stock of Britestarr?
A. In many ways, yes.
Q. They filed a lawsuit in the Bronx against you, correct?
A. No, that was in Manhattan first and then the Bronx, there was two of them, one in front of Gammerman.
Q. That's in March 2001, right?
A. Maybe a little earlier than that.
Q. March of 2001 starts with the TRO and continues on with their claim that you owe them reasonable assurances, do you recall that?
A. Yes, but Gammerman also told them if you don't pay by Friday take a hike.
Q. Then the other lawsuits that were filed were filed in the fall, late fall, one in your bankruptcy case and one in the Bronx, do you recall that?
A. Yes.
Q. Who was handling all these litigations for you?

nothing.

Q. Did you ask Mr. Paparo to file suit on your behalf against ABB?

A. I know he didn't, but we were talking about it, yes. Anything with regard to Judge Gammerman I guess I did.

(Letter from David Norkin to Mr. Paparo, marked Exhibit 332 for identification.)

Q. Showing you exhibit 332, is that a letter you wrote to Mr. Paparo?

A. Yes.

Q. You will see that the first sentence says "It is imperative that we institute a damage suit against ABB as soon as possible"?

A. Yes.

Q. You see the first sentence of the second paragraph, you say "I have been thinking about this since you brought this idea into my head some months ago." Had Mr. Paparo made a suggestion to you that you institute a damage suit against ABB?

A. I don't know if it was Vince or Mitch, I think it was more Mitch who mentioned

EXHIBIT B

IN THE UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

----------------------------X

In re: | Chapter 11

BRITESTARR HOMES, INC., | Case No. 02-5081(AHWS)

Debtor.

Adversary Proceeding No. 03-05072

BRITESTARR HOMES, INC.,

Plaintiff,

v.

PIPER RUDNICK, LLP

Defendant.

----------------------------X

CERTIFIED COPY

DEPOSITION OF

MITCHELL FENTON

NEW YORK, NEW YORK

JUNE 15, 2004

ATKINSON-BAKER, INC.
COURT REPORTERS
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REPORTED BY: ANTHONY ARMSTRONG
FILE NO.: 9E04BDE

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1:44:32 A. Not at this point, no. No, not at this point.
11:44:37 Q. Okay. Because of the way I phrased it --
11:44:39 A. Yes, two negatives.
11:44:41 He had no doubt -- we had no doubt that it would end in litigation.
11:44:45 Q. Okay. Turn to page 121 and tell us what it is, please.
11:45:06 A. It's a letter dated March 6th from -- of 2001 from -- to Mark Schwarz and me from ABB -- from Robert Henry outlining a proposal.
11:45:23 Q. This is another proposal extending the time for the option period, correct?
11:45:30 A. That's correct.
11:45:33 Q. And how long would the extension of the option period have been? Look on the first page.
11:45:48 A. Is it?
11:45:48 Two years.
11:45:53 Q. Was Mr. Norkin willing to extend the option period for two years?
11:46:00 A. At that time as I recall, no.
11:46:09 Q. And there were a variety -- there was money that was going to be paid by ABB for the right to extend the option period; is that right?
11:46:21 A. That is correct.

1:46:22 Q. That is what they were proposing?
11:46:24 A. Correct.
11:46:25 Q. Was that money satisfactory to Mr. Norkin?
11:46:28 A. No.
11:46:29 Q. In the agreement, ABB says that they would have the right to use the option payment to pay off debts of Britestarr at their election. Do you recall that?
11:46:45 A. I recall them wanting the right to pay off the debt.
11:46:48 Q. Was that acceptable to Mr. Norkin?
11:46:50 A. No, it wasn't.
11:46:51 Q. In fact, Mr. Norkin thought that was a deal-breaker, didn't he?
11:46:55 A. Yes.
11:47:00 Q. Were there other parts of the deal that were deal-breakers according to your recollection?
11:47:05 A. As I recall, the whole letter was a deal-breaker to Mr. Norkin.
11:47:12 Q. The date of this is March 6th, right?
11:47:15 A. Correct.
11:47:16 Q. 2001?
11:47:16 A. Correct.
11:47:17 Q. And this is right on the eve of the expiration of the grace period, correct?

11:58:45 A. That's correct.
11:58:45 Q. And that was your understanding at the time, correct?
11:58:47 A. Yes, sir.
11:58:49 Q. But the problem was that it was for a brief period of time that ABB had done and gotten from a court an order saying you shouldn't attempt to sell it?
11:59:00 A. Correct.
11:59:02 Q. And following the dismissal of that order, the litigation continued, correct?
11:59:15 A. Yes, sir.
11:59:16 Q. What was Mr. Norkin's reaction to the suit by ABB?
11:59:25 A. He was obviously bothered by it.
11:59:30 Q. Would furious be a fair word?
11:59:33 A. At least.
11:59:36 Q. At the time, what did you think the chances were of Mr. Norkin and ABB working out a deal after they had sued?
11:59:47 A. I have always thought there was a chance, so I'm probably the wrong person to give you odds.
11:59:53 Q. I'm sure there is always a chance.
11:59:55 What did you think about the odds for that happening?

A. I still thought there was a chance, and I was obviously a proponent of making a settlement with ABB on some terms.

Q. Was Mr. Norkin inclined to do that as far as you saw?

A. No, sir.

Q. Did ABB take other actions against Mr. Norkin besides suing him?

A. I mean what did I find out in retrospect, yes.

Q. Well, did they move to have Mr. Norkin held in contempt of court?

A. Yes.

Q. And their motion to have Mr. Norkin in contempt of court was for the meeting with Mirant --

A. Correct.

Q. -- right?

And Mr. Paparo represented Mr. Norkin in that hearing, right?

A. That's correct.

Q. And actually had a hearing, which ABB came in and presented evidence and tried to get a judge to hold Mr. Norkin in contempt and have him sanctioned, correct?

A. That's correct.

Q. What was Mr. Norkin's reaction to that?

A. He was furious.

Q. Were they successful in having him held in contempt?

A. No.

Q. Judge rejected their claim, didn't he?

A. That's correct.

Q. You think that ABB seeking to hold Mr. Norkin in contempt made it easier?

THE WITNESS: I'm going to have to take a break.

THE VIDEOGRAPHER: The time is 12:03 p.m. We are now off record.

(There was a recess.)

****

VIDEOGRAPHER: The time is 12:05 p.m. We are back on record.

BY MR. ULWICK:

Q. I think my last question to you, Mr. Fenton, was, do you think that ABB's decision to seek to hold Mr. Norkin in contempt of court made your job easier in convincing Mr. Norkin that he ought to work out a deal with ABB?

A. I didn't know if it was tactical or not. It obviously inflamed Mr. Norkin further.

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

-----------------------------------x

BRITESTARR HOMES, INC.,

Plaintiff,

-against-

Chapter 11
Case No.
02-50811
(AHWS)

PIPER RUDNICK, LLP,

Defendant.

-----------------------------------x

October 18, 2004
4:04 p.m.

Deposition of JOHN J. NONNENMACHER, taken by the Plaintiff, pursuant to subpoena, at the offices of Piper Rudnick, LLP, 1251 Avenue of the Americas, New York, New York, before Marlene Lee, Certified Shorthand Reporter, Certified Realtime Reporter and Notary Public within and for the State of New York.

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One South Street, Suite 2600
Baltimore, Maryland 21202-3201
BY: KEVIN F. ARTHUR, ESQ.
JAMES P. ULWICK, ESQ.

ALSO PRESENT:

STEVEN SMITH
WILLIAM PACE, Videographer

schedule my appearance around my schedule, which I appreciated. 19:15:07 19:15:10

Q. During the time when you were representing Britestarr did you ever talk to Mr. Norkin about his attitudes about ABB? 19:15:11 19:15:12 19:15:15

A. Yes. 19:15:19

Q. What were his attitudes about ABB as related to you? 19:15:19 19:15:22

A. He hated ABB. 19:15:23

Q. Did he explain why? 19:15:24

A. David felt that ABB was trying to steal that which they couldn't buy. That was his exact quote. 19:15:26 19:15:28 19:15:31

Q. Do you know what he meant by that? 19:15:32

A. I think what he meant was -- David's position was, ABB, according to him, never did anything they were supposed to do under the option agreement. And he felt that they weren't in a position to do it. 19:15:37 19:15:42 19:15:46 19:15:49 19:15:54

So instead of purchasing the property, they went and dug up his past and obtained the rights to the Lloyd's loan and made some deals with Friema -- I don't know if that's true or not. I don't know. But he basically 19:15:57 19:16:00 19:16:09 19:16:14 19:16:17

hated ABB, and he felt that they were trying to steal his company.

Q. Did his hatred for ABB extend to Mr. Smith?

A. Yes.

Q. Did Mr. Norkin need lawyers to tell him not to do a deal with ABB?

A. No. He didn't want -- well -- no, I don't think so. I don't think he listened. I don't think he listens. He's going to do whatever he wants to do.

MR. EVANS: Objection. Speculation.

A. This is my impression. I'm sorry.

Q. When Mr. Norkin said that ABB was trying to steal what it couldn't buy, did you understand him to be referring to, among other things, ABB's attempt to make a deal with his ex-wife, Friema Norkin?

A. I don't know if it was that as much as it was that they found out about the indebtedness to Lloyd's, and they purchased or somehow got the rights to the Lloyd's note or mortgage.

EXHIBIT D

In re: David Norkin
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

Case No. 97-50043

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	DESCRIPTION AND LOCATION OF PROPERTY	HUSB. WIFE JOINT OR COMM.	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.	Cash on hand		20.00
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.	Checking account		400.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	NE Utilities		300.00
4. Household goods and furnishings, including audio, video, and computer equipment.	Household goods and furnishings, and gardening equipment		110,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	Pictures and antiques		50,000.00
	Silver collection		40,000.00
6. Wearing apparel.	Wearing apparel		1,000.00
7. Furs and jewelry.	NONE		0.00
8. Firearms and sports, photographic, and other hobby equipment.	NONE		0.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	NONE		0.00
10. Annuities. Itemize and name each issuer.	NONE		0.00
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	NONE		0.00
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	100% ownership interest in Bright Star Homes, Inc. Company owns real estate in New York.		undetermined
13. Interests in partnerships or joint ventures. Itemize.	NONE		0.00
14. Government and corporate bonds and other negotiable and non-negotiable instruments.	NONE		0.00
15. Accounts Receivable.	NONE		0.00
16. Alimony, maintenance, support and property settlements to which the debtor is or may be entitled. Give particulars.	Potential alimony claim against Patricia Reybold		
17. Other liquidated debts owing debtor including tax refunds. Give details.	Claim against Patricia Reybond for apothecary chest and for 1995 Crown Victoria purchased by Debtor but now in her possession.		50,000.00
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in the Schedule of Real Property.	NONE		0.00

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EXHIBIT E

PIPER
MARBURY
RUDNICK
& WOLFE LLP

1251 Avenue of the Americas
New York, New York 10020-1104
www.piperrudnick.com

PHONE (212) 835-6000
FAX (212) 835-6001

KENNETH C H WILLIG

kenneth.willig@piperrudnick.com
PHONE (212) 835-6240
FAX (212) 835-6001

August 22, 2000

Britestarr Homes, Inc.
2 Hillside Crescent
New Rochelle, N.Y. 10804

Attention: David Norkin, President

Re: Oak Point/Legal Representation

Dear David:

This is to confirm the engagement by Britestarr Homes, Inc. ("Britestarr") of Piper Marbury Rudnick & Wolfe LLP (the "Firm") to represent Britestarr in connection with the development of the Oak Point property as a site for an approximately 1100 MW electric power generation facility, and its related participation as an equity investor and co-tenant in such Project.

I personally will take overall responsibility with respect to any negotiations and documentation relating to this matter and will be assisted by other attorneys at the Firm on an "as required" basis, including the most cost-efficient manner of servicing your needs. Fees will be charged on an hourly basis. My billing rate is $450/hour, with standard rates for other partners and associates varying according to seniority and experience. Invoices will be sent monthly and will include costs and out-of-pocket disbursements incurred on your behalf. Such costs are billed without premiums or "mark-up".

I appreciate your decision to have the Firm assist you in this matter and look forward to a long and mutually beneficial relationship.

PIPER MARBURY RUDNICK & WOLFE LLP

If you are in agreement with the foregoing, please sign and return the enclosed copy to my attention.

Best regards,

Kenneth C.H. Willig

KCHW/cjf

Agreed and Accepted:

Britestarr Home, Inc.

By:____________________
Name: David Norkin
Title: President

EXHIBIT F

FEB-05-2001 05:09 PM BRITESTARR HOMES 2038949128 P.01

EXHIBIT
329
10-23-04

TO: M. FENTON
FX: 646-458-2341
FROM: D. NORKIN
FX: 203 894 9128

Dear Mitch:

Please give a copy of this Joke to Vincent. Can you believe their audacity. Will you please scrutinize both of you. I'm hopping mad or angry as the case may be

David

14 PAGES

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FEB 05 2001 5:21 PM

PAGE.01

Draft of
January 26, 2001

FIRST AMENDMENT TO OPTION AGREEMENT

This First Amendment to Option Agreement (this "Amendment") is entered into as of this ____ day of January 2001, by and between ABB Equity Ventures Inc., a Delaware corporation having an address at 202 Carnegie Center, Suite 100, Princeton, New Jersey 08540, formerly known as ABB Energy Ventures Inc., ("Purchaser"); and Seller Homes, Inc., a New York corporation having an office at 545 Madison Ave, 16th Floor, New York 10022 ("Seller").

RECITALS

A. Purchaser and Seller are parties to an Option Agreement dated as of December 31, 1998 (the "Original Option Agreement") with respect to certain parcels of land owned by Seller, along with the structures, improvements, and appurtenances thereon, situated in the Borough and County of the Bronx and the State of New York, being a part of Lot 74, Block 2604 and also easements in Lot 252 and Lot 195 in Block 2604 (as further defined in the Option Agreement, the "Premises").

B. Pursuant to the Original Option Agreement, for monetary consideration and upon notice to Seller, Purchaser has the option (as more fully defined in the Original Option Agreement and this Amendment, the "Option") to purchase the Premises from Seller. ~~To date, Purchaser has made substantial payments to Seller pursuant to the Original Option Agreement and has incurred substantial expenses in connection with its proposal for the development of the Premises.~~

C. Purchaser and Seller have agreed to extend the Option Period (as defined in the Original Option Agreement) [and certain dates and time periods provided for in the Original Option Agreement], all on the terms and conditions set forth in this Amendment.

AGREEMENT

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NOW, THEREFORE, in consideration of the premises and the mutual agreements and undertakings set forth below, the parties agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Amendment have the respective meanings given to them in the Original Option Agreement, as amended hereby. References to the "Option Agreement" in the Original Option Agreement and this Amendment, unless the context requires otherwise, mean the Original Option Agreement as amended hereby.

2. Purposes and Objectives; Plan for Forbearance Agreements. The purposes and objectives of this Amendment are to amend the Original Option Agreement so as to provide an opportunity for Purchaser, Seller and third parties to negotiate and enter into certain extension, forbearance, settlement or compromise agreements and arrangements, as the case may be, and take certain other actions relating to debts, obligations, liabilities and claims which are or may be owed by Seller and/or David Norkin, the sole shareholder of Seller, as the case may be, to third parties which have asserted or may assert adverse claims or rights against Seller or the Premises which may adversely affect the rights of Purchaser under the Option Agreement or the ability of Seller to convey good title to Purchaser at Closing in accordance with the Option Agreement (such third parties, including but not limited to parties listed on Schedule 1 to this Amendment, are sometimes referred to herein as "Creditors"). The parties shall cooperate in good faith, and Seller shall use all reasonable efforts to assist Purchaser, in connection with the activities described in this Section 2 and this Amendment. Without limiting the generality of the foregoing, the parties agree that activities to be carried out shall include, without limitation:

(a) Identifying, and preparing descriptions in writing in reasonable detail of, the amounts and the nature and status of any and all debts, obligations, liabilities and claims which are or may be owed by Seller and/or David Norkin to each Creditor;

(b) negotiating and entering into settlement, compromise, extension or forbearance agreements, as the case may be, with such Creditors reasonably acceptable to Purchaser under which relevant Creditors shall agree to forbear from exercising any

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rights or remedies against the Premises or otherwise adverse to the interests of Purchaser [illegible] agreement for a period of at least [sixty] days with provisions for [illegible]

[illegible] sums to such Creditors (such agreements or other [illegible] with Creditors, including but not limited to those described on Schedule 2 to this Amendment, are referred to herein as "Forbearance Agreements");

(c) providing valid notice and obtaining any and all necessary approval(s) with respect to the Option Agreement, the Forbearance Agreements and the rights of Purchaser thereunder to or by the U.S. Federal bankruptcy court overseeing bankruptcy, reorganization or similar proceedings or petitions by or with respect to David Norkin [or Seller, as the case may be,] or creditors or claimants therein, or the assets or properties of David Norkin [or Britestarr, as the case may be];

(d) negotiating and entering into instruments, agreements and arrangements reasonably acceptable to Purchaser for the execution and delivery to a trustee, nominee, escrow agent or other independent third party acceptable to the parties of: (i) certificates representing all of the issued and outstanding shares of capital stock of Seller, free and clear of any and all adverse claims, liens, security interests or other encumbrances, actual or threatened; and (ii) one or more deed(s) and/or other instrument(s) conveying title to the Premises, which deed(s) and/or other instrument(s) may at the request of Purchaser be recorded in the land records of Bronx County, State of New York, [having due regard for the rights and interests of Seller under Section [__] of the Original Option Agreement]; and

(e) obtaining title reports and/or commitments to issue title insurance satisfactory in form and substance to Purchaser giving assurances that Purchaser will, at Closing upon exercise of the Option, obtain good and marketable title to the Premises in accordance with the Option Agreement.

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3. Forbearance Agreement Pool Funding and Payments. To facilitate achievement of the purposes described in Section 2 above, and in consideration of the extension of the Option pursuant to Section 4 of this Amendment and the performance by Seller of its other covenants and undertakings pursuant to this Amendment, Purchaser shall pay or make available funds not to exceed the aggregate amount of [$1,000,000 (one million Dollars)] on the terms and conditions set forth herein. Such payments and funds made available by Purchaser shall be used solely to pay amounts payable to Creditors in connection with Forbearance Agreements entered into by Purchaser and Seller with Creditors, except as expressly set forth in this Amendment. [ALL RELEVANT AMOUNTS, SCHEDULES, MILESTONES OR DEADLINES, AND OTHER TERMS AND CONDITIONS TO BE SPECIFIED] ?

NO

(a) Two payments of $300,000 (three hundred thousand Dollars) each by Purchaser, otherwise scheduled to be payable on December 1, 2000 and June 1, 2001 under the Original Option Agreement ("Original Milestone Payments"), are included and shall be counted against the funds to be made available pursuant to this Section. When paid as contemplated by this Amendment, the Original Milestone Payments shall be considered to have been paid under and in accordance with the Option Agreement, and the Original Option Agreement is hereby amended so that each such Original Milestone Payment under the Original Option Agreement shall be due and payable only in accordance with this Amendment.

(b) [$400,000 (four hundred thousand Dollars) of the Original Milestone Payments shall be payable by Purchaser as and when required to fund payments to Creditors in accordance with Forbearance Agreements entered into with such Creditors, and the remaining $200,000 (two hundred thousand Dollars) of the Original Milestone Payments shall be paid to Seller as follows. $100,000 (one hundred thousand Dollars) shall be payable to Seller upon closing of a Forbearance Agreement with Craig W. Galea and Mark C. Kruse ("Galea & Kruse") in the form attached as Exhibit A and otherwise in

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form and substance satisfactory to Purchaser. $75,000 (seventy-five thousand Dollars) shall be payable to Seller upon closing of a Forbearance Agreement with [the City of New York and Bronx County, New York], with respect to real estate and other taxes on the Premises which are due and unpaid, in the form attached as Exhibit B and otherwise in form and substance satisfactory to Purchaser. $25,000 (twenty-five thousand Dollars) shall be payable to Seller upon closing of a Forbearance Agreement with [creditors in the bankruptcy or reorganization of David Norkin] in form and substance satisfactory to Purchaser.

(c) Payments or funds made available by Purchaser pursuant to this Section other than the Original Milestone Payments are referred to herein as "ABB Matching Funds," and an aggregate amount of $400,000 (four hundred thousand Dollars) of the Original Milestone Payments are referred to herein as the "Britestarr Matching Funds." ABB Matching Funds shall be credited against the Purchase Price payable to Seller at the Closing, but the Original Milestone Payments shall not be so credited against the Purchase Price.

(d) In addition to the foregoing payments by Purchaser described in this Section, upon closing of a Forbearance Agreement with Galea & Kruse in accordance with paragraph (b) of this Section, Purchaser shall pay to Seller the sum of $35,000 (thirty-five thousand Dollars) for [documented] legal fees and expenses incurred in connection with the negotiation of [such Forbearance Agreement and this Amendment] [which funds shall be paid in equal portions from Britestarr Matching Funds and ABB Matching Funds].

(e) [Amounts payable under any and all Forbearance Agreements shall be paid in equal portions from Britestarr Matching Funds and ABB Matching Funds.]

(f) Upon execution and delivery of all Forbearance Agreements, any funds remaining of the Britestarr Matching Funds which are not and will not become due and

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payable to Creditors under such Forbearance Agreements shall be paid to Seller, and Purchaser shall have no obligation to make any further payment from the ABB Matching Funds.

(g) Except to the extent expressly set forth herein, any sums paid by Purchaser at any time to discharge or satisfy liens, claims or other encumbrances on or against the Premises shall be credited against the Purchase Price payable at Closing upon exercise of the Option.

4. Extension of Option Period. In consideration of the payment of an additional $75,000 per calendar month, which shall be paid to Seller by Purchaser within the first ten (10) days of each calendar month beginning on [__________] [~~DECEMBER 31, 2001~~]JANUARY 1, 2002?] and continuing until the earlier of (i) [__________][~~A DATE CERTAIN~~]DECEMBER 1, 2002, (ii) the date on which the Option is exercised, or (iii) the date on which the Option Agreement is terminated in accordance with its terms, the Option Period shall be extended until [December 31, 2002]. All amounts paid by Purchaser under this Section shall be credited against the Purchase Price payable by purchaser upon Closing under the Option Agreement. [NOTE: SHOULD DEADLINE FOR CLOSING BE AMENDED? NOT SURE WHAT THIS MEANS; DID WE EVER GIVE A DEADLINE FOR CLOSING?].

Money in Aggregate - 75,000 1-6 mo 100,000 2nd

5. Representations and Warranties by Each Party. Each party hereby represents and warrants to the other party hereto as follows:

(a) Organization and Qualification. It (i) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation with full right, power and authority under its corporate charter and by-laws or its articles of organization and under the jurisdiction of its formation to enter into this Agreement, to perform its obligations hereunder and under the Option Agreement and to consummate the transactions contemplated hereby and thereby, and (ii) has all necessary corporate power (A) to carry on its business as now being conducted and as now proposed to be

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conducted, (B) to execute, deliver and perform this Amendment and the Option Agreement, and (C) to take all action as may be necessary to consummate the transactions contemplated thereunder.

(b) Authorization. The execution, delivery and performance by such party of this Amendment has been duly authorized by all necessary action on the part of such party, and do not require any approval or consent of any shareholder of such party, any holder (or any trustee for any holder) of any indebtedness or other obligation of such party or any person or entity with respect to such party.

(c) Governmental Approvals. No consent, approval, permit, order, or authorization of, or registration, declaration or filing or recording of any document with, or giving notice to, obtaining of any license or permit from, or taking of any other action by or with respect to, any judicial or governmental authority is required, and no further action is otherwise required to be taken, in order to ensure the valid authorization and delivery by such party of this Amendment and the Option Agreement, except such as has been obtained and is in full force and effect.

(d) Execution, Delivery; Binding Agreements. Each of this Amendment and the Option Agreement has been duly executed and delivered on behalf of such party by the appropriate officers or representatives of such party, and constitutes the legal, valid and binding obligations of such party, enforceable in accordance with its terms.

(e) Compliance with Other Instruments and Law. The execution, delivery and performance by such party of this Amendment and the Option Agreement and the consummation of the transactions contemplated hereby, do not and will not result in any violation of any term of such party's corporate charter and by-laws or its articles of association or any agreement, lease or instrument or of any judgment, writ, injunction, decree, law, rule, regulation, permit, approval, or order applicable to it or any of its properties or by which it or its properties are or may be bound or affected.

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6. Representations and Warranties of Seller. Seller makes the following representations and warranties to ABB-EV:

(a) Litigation and Proceedings. There is no pending or threatened action or proceeding at law or in equity affecting it, the Option Agreement or the Premises by or before any judicial or governmental authority or arbitrator [except as set forth on Schedule 3 to this Amendment].

(b) Taxes. There are no taxes or other governmental charges which are, or have been asserted to be, due and payable by Seller or in connection with the Premises [except as set forth on Schedule 4 to this Amendment].

(c) Each of the representations and warranties set forth in paragraph 12 of the Original Option Agreement are true and correct on and as of the date of this Amendment.

7. Covenants of Seller. Seller agrees that, until the Closing Date and for so long as the Option Agreement is in effect:

(a) Preservation of Corporate Existence, Etc. Seller shall preserve and maintain its legal existence, and all material rights and franchises of Seller or pertaining or relating to the Premises.

(b) Compliance with Applicable Law. Seller shall comply with all applicable laws, rules, regulations and orders applicable to it, its business and operations, the Premises and its obligations and the rights of ABBEV under the Option Agreement.

(c) Litigation and Proceedings. Promptly upon obtaining knowledge of any action, suit or proceeding by or before any governmental authority, judicial or arbitral tribunal or other body which is pending or threatened by or against Seller or the Premises, Seller shall furnish notice to Purchaser of such event describing the same in reasonable detail and together with such notice or as soon thereafter as possible, a description of the action that Seller has taken and proposes to take with respect thereto.

(d) Taxes. Seller shall pay and discharge when due all taxes or governmental charges which [now or hereafter] [from and after the date hereof] are imposed on it or the Premises.

8. Other Provisions. [FURTHER ARRANGEMENTS FOR TRANSFER, RECORDATION AND RELEASE OF TITLE TO PREMISES, ESCROW AND RELEASE AT CLOSING (OR UPON TERMINATION OF OPTION AGREEMENT) OF SHARES IN SELLER TO BE DISCUSSED].

9. [QUERIES FOR ABB: (A) DOES ABB WISH IN THIS AMENDMENT TO ASSIGN OR REQUIRE SELLER TO ACKNOWLEDGE ASSIGNMENT OF Purchaser'S RIGHTS UNDER THE OPTION AGREEMENT TO OAK POINT L.L.C.? YES (B) SHOULD SELLER BE REQUIRED TO AGREE THAT IT WILL BE ENTITLED TO RECEIVE THE PURCHASE PRICE UPON CLOSING SOLELY IN CASH ACCORDING TO SECTION 3(A) OF THE OPTION AGREEMENT, AND NOT IN THE FORM OF A CO-TENANCY IN THE Purchaser? NO (C) SHOULD PAYMENT OF PAST DUE TAXES, OR REDUCTION OF TAXES, AS PART OF PILOT AGREEMENT BE DEALT WITH IN AMENDMENT? YES]

For A →

10. Waiver of Claims. Seller and Norkin, jointly and severally, hereby represent, warrant, acknowledge, and agree that as of the date of this Amendment they have no claims, actions, or causes of action of any kind or nature whatsoever presently in existence that either one of them, or both of them, can assert against Purchaser or any of its representatives, officers, directors, employees, agents, affiliates, predecessors, successors, or assigns, including without limitation any claims, actions, or causes of action relating in any way to or arising out of (a) communications, dealings, contacts, or discussions between any representative, officer, director, employee, agent, affiliates or predecessors of Purchaser, on the one hand, and any present or former actual or asserted creditor of Seller or Norkin, [or (b) the Option Agreement]. If and to the extent that Seller or Norkin has or may have as of the date of this Amendment any claims, actions, or causes of action that it may now or hereafter assert against Purchaser or its

representatives, officers, directors, employees, agents, affiliates, predecessors, successors or assigns, then by executing this Agreement, Norkin and Seller forever irrevocably waives and relinquishes them.

11. Termination. Purchaser may terminate this Amendment and the Option Agreement at any time on notice to Seller. From and after the giving of such notice, neither party shall have any further obligation to the other and, without limiting the generality of the foregoing, Purchaser shall have no further payment obligations under this Amendment or the Option Agreement.

12. Further Assurances. Without limiting any other provision of this Agreement, the parties hereto shall from time to time provide such further assurances, take such additional actions and deliver such further instruments, undertakings and documents as may be necessary or reasonably requested by the other party hereto to achieve the purposes and objectives contemplated by this Amendment and the Option Agreement.

13. Miscellaneous Provisions.

(a) The rights and obligations of the parties set forth herein shall bind and inure to the benefit of the parties and their respective heirs, executors, successors, transferees and assigns.

(b) This Amendment and the Option Agreement may not be amended except by an agreement or other instrument in writing signed by parties hereto.

(c) This Amendment and the Option Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The Original Option Agreement has not been amended, except to the extent set forth in this Amendment, and it remains in full force and effect except as amended hereby.

(d) Any provision of this Amendment that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective and be deemed severed from this Agreement to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.

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(e) This Amendment shall be governed by and construed in accordance with the laws of the State of New York, excluding, to the greatest extent a New York court would permit, any rule of law that would cause the application of the laws of any jurisdiction other than the State of New York.

(f) This Amendment may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, but all such counterparts together shall constitute one and the same agreement.

IN WITNESS WHEREOF, this Amendment has been executed and delivered by the duly authorized officers of the parties hereto as the date first written above.

ABB Equity Ventures Inc.

By:____________________

Name:__________________
Title:__________________

Seller Homes, Inc.

By:____________________
David Norkin
President

ACKNOWLEDGED AND AGREED:

____
David Norkin, in his individual capacity and in his capacity as the sole shareholder of Britestarr Homes, Inc.

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Filename:	~0031470.DOC
Directory:	C:\windows\TEMP
Template:	C:\Program Files\Microsoft Office\Templates\Normal.dot
Title:	Amendment to the Option Agreement
Subject:	Option Agreement
Author:	mhalmagemi
Keywords:	Amendment Option Agreement
Comments:	
Creation Date:	02/02/01 11:39 AM
Change Number:	6
Last Saved On:	02/05/01 4:08 PM
Last Saved By:	mhalmagem
Total Editing Time:	18 Minutes
Last Printed On:	02/05/01 4:11 PM
As of Last Complete Printing	
Number of Pages:	11
Number of Words:	3,020 (approx.)
Number of Characters:	17,216 (approx.)

TOTAL P.13

BI 03486

Exhibit G

RECYCLED

[redacted]

TO: SMITH
FROM: NORKIN

HA; HA;

BEST REGARDS
TO All

EXHIBIT H

ABB002446

ABB

March 6, 2001

Mark Schwarz, Esq.
545 Madison Avenue, 16th Floor
New York, New York 10022

Mitchell Fenton, Esq.
Buchanon Ingersoll
140 Broadway, 35th Floor
New York, New York 10005

Dear Messrs. Schwarz and Fenton,

The purpose of this letter is to outline the principal terms and conditions of two amendments to a certain Option Agreement dated as of December 31, 1998, by and between ABB Equity Ventures Inc. ("ABB EV") and Britestarr Homes, Inc. ("BHI") concerning four parcels of land situated in the County and Borough of Bronx (the "Site") on which ABB EV would develop, own and operate a power plant (the "Project").

1. The First Amendment

ABB EV, BHI and Mr. David Norkin, acting in his own capacity, would enter into an agreement to amend the Option Agreement (the "First Amendment") as follows:

1.1 Term. The option period shall be extended until the date that is 24 months after the date of the First Amendment.

1.2 December 1, 2000 Payment. Upon satisfaction of the conditions set forth in Sections 1.5 through 1.10, inclusive, ABB EV shall pay a sum not to exceed $162,500 in the aggregate to BHI, the Law Offices of Mark Schwarz and Buchanon Ingersoll, P.C., provided both BHI and David Norkin shall have performed their respective obligations that are then due and owing under the Option Agreement (as amended). This payment is in respect of the $300,000 option payment that would have been due and payable, in the normal course, on December 1, 2000, less 50% of the amounts to be paid under a certain Forbearance Agreement dated as of February 21, 2001, by and among ABB EV., Britestarr Homes Inc., and Craig W. Galea and Mark C. Kruse.

PLAINTIFF'S EXHIBIT 121 AA 3/23/04

ABB Equity Ventures Inc.

202 Carnegie Center
Suite 100
Princeton, New Jersey 08540

Telephone:
609-243-7575

Telefax:
609-243-9168
609-243-9174
609-243-9175

ABB

1.3 BHI Stipulations. BHI shall stipulate on the face of the First Amendment (i) that the payment described in Section 1.2 cures any actual or arguable default with respect to the December 1, 2000, option payment, (ii) that all of ABB EV's performance obligations (other than making the payment described in Section 1.2) are tolled, stayed and suspended until satisfaction of the conditions set forth in Sections 1.5 through 1.10, inclusive, and (iii) funds advanced, or to be advanced, by ABB EV, whether in the form of (A) Option Payments, (B) payments to creditors and attorneys of BHI or David Norkin, or (C) disbursements to develop, permit, finance and construct the Project (including reasonable fees and expenses of ABB's attorneys) constitute non-interest bearing loans to BHI repayable upon demand by ABB EV in the event of bankruptcy or default by BHI, in the case of payments specified in (A), (B) and (C), or upon termination of the Option Agreement, in the case of payments specified in (B).

1.4 Forbearance Payments. ABB EV shall have the right, exercisable in its sole discretion, to make payments under the any forbearance agreement ("Forbearance Payments"). Payments made pursuant to this Section 1.4 shall become adjustments to the Purchase Price in accordance with Section 2.6.

1.5 BHI Creditors. As a condition precedent to the payment described in Section 1.2, attorneys for BHI shall provide ABB EV with a schedule of its major creditors together with amounts owed and their status. Those creditors will include, at a minimum, the City of New York, J.E. Roberts, and all mortgagees of the Site. BHI shall represent and warrant the accuracy of the schedule and shall not to allow, permit or acquiesce to any further claims or encumbrances on the Site.

ABB

1.6 David Norkin's Creditors. As a condition precedent to the payment described in Section 1.2, attorneys for David Norkin shall provide ABB EV with a schedule of his creditors together with amounts owed and their status. Those creditors will include, at a minimum, all the creditors of Mr. Norkin's personal bankruptcy estate. David Norkin shall represent and warrant the accuracy of the schedule and shall not allow, permit or acquiesce to any further liens, claims or encumbrances on the Site or the shares of BHI.

1.7 Filing. As a condition precedent to the payment described in Section 1.2, BHI shall execute and file a memorandum regarding the Option Agreement in the appropriate forum. Immediately upon executing the First Amendment, BHI shall execute and file a memorandum regarding the First Amendment in the appropriate forum.

1.8 Deed Transfer. As a condition precedent to the payment described in Section 1.2, BHI shall have transferred its deed to the Site to a special purpose, bankruptcy remote, single purpose company owned and controlled by BHI (the "Special Purpose Company").

1.9 Pledge Agreement. As a condition precedent to the payment described in Section 1.2, BHI shall pledge the shares of the Special Purpose Company to ABB EV. The Pledge Agreement shall contain covenants forbidding BHI from selling, transferring or assigning any interest in the Site to a third party, or encumbering the Site.

1.10 Liens. As a condition precedent to the payment described in Section 1.2, BHI shall have granted ABB EV a security, charge or encumbrance over the Site to secure BHI's obligation to repay funds advanced, or to be advanced, by ABB EV in the form of the Option Payments, Forbearance Payments, payment to creditors or attorneys of BHI or David Norkin, or disbursements to develop, permit, finance and construct the Project (including reasonable attorneys' fees and expenses).

1.11 Exclusivity. During the term of the Option Agreement (as amended), neither Mr. Norkin nor BHI shall offer the Site to any third party.

ABB

1.12 Reporting. All cash payments to BHI or David Norkin shall be reported to the Federal Bankruptcy Court administering Mr. Norkin's bankruptcy estate.

1.13 Cooperation. BHI and David Norkin will cooperate with all reasonable requests by ABB EV to investigate and compromise the claims of creditors of BHI and David Norkin.

1.14 Termination. The Option Agreement shall terminate at the earlier of:

(a) ABB EV failure to remedy unpaid and overdue Option Payments within 10 days of notice thereof from BHI; and,

(b) ABB EV's issuing written notice of termination to BHI and David Norkin.

2. The Second Amendment.

ABB EV, BHI and Mr. David Norkin, acting in his own capacity, shall further amend the Option Agreement (the "Second Amendment") as follows.

2.1 Term. The option period shall be identical to that set forth in the First Amendment.

2.2 Taxes. ABB EV shall indemnify BHI and David Norkin for taxes which would not have been incurred or sustained by BHI or David Norkin but for the transactions set forth in the Deed Transfer, Pledge Agreement or Deferred Purchase Price Agreement described in Section 2.7.

2.3 Forbearance Payments. ABB EV shall have the right, exercisable in its sole discretion, to make payments under the any forbearance agreement with any creditor.

2.4 Option Payments. Provided (i) all conditions precedent to the effectiveness of the First Amendment have been met, (ii) BHI and David Norkin have performed their obligations under the Option Agreement (as amended), and (iii) the parties have executed a Deferred Purchase Price Agreement as set forth in Section 2.7, the Option Payments shall be as follows:

ABB

(a) $300,000 due six (6) months after the date of the First Amendment,
(b) $450,000 due twelve (12) months after the date of the First Amendment, and
(c) $510,000 due eighteen (18) months after the date of the First Amendment.

✓ 2.5 Payments to Creditors. In satisfaction of its payment obligations in Section 2.4, ABB EV may apply all or a portion of the Option Payments toward satisfying creditors' claims or obtaining creditors' forbearance as agreed to by BHI and David Norkin.

✓ 2.6 Purchase Price Adjustment. The Purchase Price in the Option Agreement shall be reduced one dollar for each dollar paid by ABB to any creditor or lawyer of David Norkin or BHI. The foregoing Purchase Price adjustments shall be determined without regard to whether such payments occurred during the term of the original Option Agreement, the amended term of the First Amendment, or the amended term of the Second Amendment, or upon exercise of the option.

2.7 Deferred Purchase Price/Co-Tenancy. At BHI's option, a portion of the Purchase Price may be deferred and paid by Oak Point LLC to BHI in the form of annual payments ("Installments"). Such Installments shall be economically and functionally equivalent to the Co-Tenancy described in Section 3(b) of the Option Agreement. ABB EV acknowledges and agrees that BHI intends to sell this right to Installments as soon as practicable after exercise of the option. BHI shall not sell, transfer or assign such right to a third party without ABB EV's written consent which may not be unreasonably withheld or delayed. ABB EV shall have a right of first refusal with regard to the purchase of the Installments, and may assign this right to any of its affiliates. BHI and ABB EV acknowledge and agree that the BHI's rights to the Installments satisfies the Co-Tenancy requirements set forth in Section 3(b) of the Option Agreement and that no other form of Co-Tenancy is contemplated. The foregoing shall be documented in a Deferred Purchase Price Agreement.

ABB

2.8 Reorganization Plan. It shall be a condition precedent of entering into the Second Amendment that the Federal Bankruptcy Court administering David Norkin's estate will have approved a plan of reorganization including and implementing all the relevant terms of the Option Agreement (as amended by the First Amendment and Second Amendment), the Deed Transfer, and the Pledge Agreement.

2.9 City of New York. It shall be a condition precedent of entering into the Second Amendment that the City of New York will have agreed to a PILOT Agreement or forbearance agreement in form and substance satisfactory to ABB EV.

2.10 Kruse & Galea. It shall be a condition precedent of entering into the Second Amendment that all disputes concerning or arising in connection with Kruse & Galea foreclosure shall have finally settled to ABB EV's satisfaction.

2.11 First Amendment. It shall be a condition precedent of entering into the Second Amendment that all obligations under the Option Agreement (as amended) have been performed or waived in writing by the party to whom performance is owed.

2.12 Filing. BHI shall execute and file a memorandum regarding this Second Amendment in the appropriate forum immediately upon executing the Second Amendment.

2.13 Milestones. Upon execution of the Second Amendment and satisfaction of the conditions precedent to its effectiveness, ABB EV shall notify BHI and David Norkin of its revised development plan and shall provide periodic reports on project development activities. BHI and David Norkin acknowledge and agree that (i) no such development plan or periodic report shall constitute a representation or warranty that the Project will be successfully developed, and (ii) no failure to follow the development plan and to issue a periodic report shall constitute a default.

2.14 Reporting. All cash payments shall be reported to the Federal Bankruptcy Court administering Mr. Norkin's estate.

2.15 Exclusivity. During the term of the Second Amendment, neither Mr. Norkin nor BHI shall offer the Site to a third party.

2.16 Termination. The Option Agreement shall at the earliest of:

(a) ABB EV failure to remedy unpaid and overdue Option Payments within 10 days of notice thereof from BHI; and,

(b) ABB EV's issuing written notice of termination to BHI and David Norkin.

If the foregoing terms are acceptable please have your client sign his name on the spaces provided below, once as the principal of BHI and once in his individual capacity and return a copy of the signature page to me. Upon receipt of the signature page, ABB would commence preparation of the necessary documents with a view to execute such documents on or before March 22, 2001.

We would be pleased to have your response by the close of business on Thursday, March 8, 2001.

Regards,

Robert Henry
Vice President & General Counsel

AGREED and ACCEPTED

Britestarr Homes, Inc,

____
by: David Norkin
its: President

____
David Norkin
in his individual capapcity

cc: Gad Cohen
Steven Smith
Marcella Halmagean
Chris Pham
Bruce Peterson

ABB002453

ABB

FAX

Number of pages (including this one) = 7

TO: Mark Scwarz, Esq.
1-212-826-1046

Mitchell Fenton, Esq.
1-646-458-1046

Daviid Norkin
1-203-894-9128

FROM: Robert Henry

DATE: March 6, 2001

ABB Equity Ventures Inc.
202 Carnegie Center, Suite 100
Princeton, NJ 08540

+1-609-243-7558 (Telephone)
+1-609-243-9168 (Facsimile)
bob.henry@us.abb.com

Exhibit I

OPP018958

DEPOSITION EXHIBIT 134 4-26-04

ABB

March 12, 2001

Mark Schwarz, Esq.
545 Madison Avenue, 16th Floor
New York, New York 10022

Mitchell Fenton, Esq.
Buchanon Ingersoll
140 Broadway, 35th Floor
New York, New York 10005

Dear Messrs. Schwarz and Fenton,

The purpose of this letter is to outline the principal terms and conditions of an amendment to a certain Option Agreement dated as of December 31, 1998, by and between ABB Equity Ventures Inc. ("ABB EV") and Britestarr Homes, Inc. ("BHI") concerning four parcels of land situated in the County and Borough of Bronx (the "Site") on which ABB EV would develop, own and operate a power plant (the "Project").

ABB EV, BHI and Mr. David Norkin, acting in his own capacity, would enter into an agreement to amend the Option Agreement (the "Amendment") as follows:

1. Term. Unless exercise, extended, accelerated or terminated as provided for in the Option Agreement (as amended) the Option shall expire on February 28, 2003.

2. December 1, 2000 Payment. Upon satisfaction of the conditions set forth in Paragraphs 5 through 9, inclusive, ABB EV shall pay a sum not to exceed $162,500 in the aggregate to BHI, the Law Offices of Mark Schwarz and Buchanon Ingersoll, P.C. This payment is in respect of the $300,000 option payment that would have been due and payable, in the normal course, on December 1, 2000, less 50% of the initial $275,000 amount to be paid by ABB EV from time to time pursuant to a certain Forbearance Agreement, dated as of February 21, 2001, by and among ABB EV, BHI and Craig W. Galea and Mark C. Kruse. In the event ABB EV does not make all or a portion of any such forbearance payment to which the forgoing 50% reduction is applicable, ABB EV shall be obligated to repay the applicable deduction to BHI.

3. ABB EV Stipulations. ABB EV shall stipulate on the face of the Amendment that the existence of unpaid real estate tax obligations with

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Princeton, New Jersey 08540

Telephone:
609-243-7575

Telefax
609-243-9158
609-243-9174
609-243-9175

OPP018959

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respect to the Site and the foreclosure action by Kruse and Galea do not constitute events of default under the Option Agreement; provided, however, that the payment by ABB EV of any such tax owed by BHI shall be offset against the Purchase Price. The parties hereto shall cooperate to minmize the magnitude of such payments.

4. BHI Stipulations. BHI shall stipulate on the face of the Amendment (i) that the payment described in Paragraph 2 cures any actual or arguable default with respect to the December 1, 2000, option payment, (ii) that all of ABB EV's performance obligations (other than making the payment described in Paragraph 2) are tolled, stayed and suspended until satisfaction of the conditions set forth in Sections 5 through 9, inclusive, and (iii) funds advanced, or to be advanced, by ABB EV, whether in the form of (A) Option Payments, (B) payments to creditors and attorneys of BHI or David Norkin, or (C) disbursements to develop, permit, finance and construct the Project (including reasonable fees and expenses of ABB EV's attorneys) constitute non-interest bearing loans to BHI repayable upon demand by ABB EV; provided, however, that in the event of BHI's voluntary or involuntary bankruptcy or BHI's default of its obligations under the Option Agreement (as amended), BHI shall be obligated to repay the advances specified in the foregoing clauses (A), (B) and (C). Upon termination of the Option Agreement, BHI shall be obligated to repay the advances specified in clause (B).

5. Liens. As a condition precedent to the payment described in Paragraph 2, BHI shall have granted ABB EV a security, charge or encumbrance over the Site to secure BHI's repayment obligations set forth in Paragraph 4.

6. BHI Creditors. As a condition precedent to the payment described in Paragraph 2, attorneys for BHI shall provide ABB EV with a schedule of its secured creditors and any unsecured creditor to whom BHI owes more than $50,000 together with amounts owed and their status. Those creditors will include, at a minimum, the City of New York, J.E. Roberts, and all mortgagees of the Site. BHI shall represent and warrant the accuracy of the schedule and shall not allow, permit or acquiesce to any further claims or encumbrances on the Site. ABB EV acknowledges and agrees that the amount of real estate taxes owned to the City of New York is to be determined pursuant to a due diligence investigation conducted jointly by BHI and ABB EV.

7. David Norkin's Creditors. As a condition precedent to the payment described in Paragraph 2, attorneys for David Norkin shall provide ABB EV with a schedule of his secured creditors and unsecured creditors to whom more than $10,000 is owed, together with amounts owed and their status. Those creditors will include, at a minimum, all the creditors of Mr. Norkin's personal bankruptcy estate. David Norkin shall represent and

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warrant the accuracy of the schedule and shall not allow, permit or acquiesce to any further liens, claims or encumbrances on the Site or the shares of BHI.

8. Grantor Trust. As a condition precedent to the payment described in Paragraph 2, BHI shall have transferred its deed to the Site to a Grantor Trust more fully described in Attachment 1.

9. Filing. As a condition precedent to the payment described in Paragraph 2 and the Grantor Trust described in Paragraph 8, BHI shall execute and file a memorandum regarding the Option Agreement in the appropriate forum.

10. Deferred Purchase Price/Co-Tenancy. In connection with ABB EV's exercise of the option, BHI shall enter into a Deferred Purchase Price Agreement providing that, at BHI's option, all or a portion of the Purchase Price (as adjusted) may be deferred and paid by Oak Point LLC to BHI in the form of annual payments ("Installments"). Such Installments shall be economically and functionally equivalent to the Co-Tenancy described in Paragraph 3(b) of the Option Agreement. ABB EV acknowledges and agrees that BHI intends to sell this right to Installments as soon as practicable after exercise of the option. BHI shall not sell, transfer or assign such right to a third party without ABB EV's written consent which may not be unreasonably withheld or delayed. ABB EV shall have a right of first refusal with regard to the purchase of the Installments, and may assign this right to any of its affiliates. BHI and ABB EV acknowledge and agree that the BHI's rights to the Installments satisfies the Co-Tenancy requirements set forth in Paragraph 3(b) of the Option Agreement and that no other form of Co-Tenancy is contemplated.

11. Legal Fees. ABB EV shall pay legal fees billed to BHI by the Law Offices of Mark Schwarz and Buchanon Ingersoll, P.C. in connection with their review and negotiation of the Amendment and the Guarantor Trust as from March 9, 2001 until the date if Closing (defined in Paragraph 22) in an aggregate amount not to exceed $50,000. Mark Schwarz and Mitchell Fenton shall provide monthly reports on the billable amounts. ABB EV shall pay such fees at the date of Closing pursuant to joint written instructions from Messrs. Schwarz and Fenton.

12. Taxes. ABB EV shall indemnify BHI and David Norkin for taxes which would not have been incurred or sustained by BHI or David Norkin but for implementation of the Grantor Trust and Deferred Purchase Price Agreement.

13. Reporting. All cash payments to BHI or David Norkin shall be reported to the Federal Bankruptcy Court administering Mr. Norkin's bankruptcy estate.

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14. Cure Period. The cure period for failure to make timely Option Payments shall be reduced from ninety (90) days to ten (10) days.

15. Option Payments. Provided (i) all conditions precedent to the effectiveness of the Amendment have been satisfied, and (ii) BHI and David Norkin have performed their obligations under the Option Agreement (as amended), the Option Payments shall be as follows:

(a) $300,000 due June1, 2001,
(b) $225,000 due January 2, 2002
(c) $225,000 due April 1, 2002,
(d) 262,500 due July 1, 2002
(e) 262,500 du October 1, 2002,
(d) $100,000 due January 1, 2003, and
(e) $100,000 due February 1, 2003.

16. Forbearance Payments. ABB EV shall have the right, exercisable in its sole discretion, to make payments under the any forbearance agreement ("Forbearance Payments").

17. Payments to Creditors. In satisfaction of its payment obligations in Paragraph 15, ABB EV may apply all or a portion of the Option Payments toward satisfying creditors' claims or obtaining creditors' forbearance as agreed to by BHI and David Norkin.

18. Purchase Price Adjustment. The Purchase Price in the Option Agreement shall be reduced one dollar for each dollar paid by ABB to any creditor or lawyer of David Norkin or BHI. The foregoing Purchase Price adjustments shall be determined without regard to whether such payments occurred during the term of the original Option Agreement, the amended term of the Option Agreement, or upon exercise of the Option.

19. Cooperation. BHI and David Norkin will cooperate with all reasonable requests by ABB EV to investigate and compromise the claims of creditors of BHI and David Norkin. In particular David Norkin and BHI shall acknowledge, and cooperate with, ABB EV's right to perform a due diligence investigation of unpaid real estate taxes owed in respect of the Site and to negotiate the terms of a PILOT Agreement or forbearance agreement in form and substance satisfactory to ABB EV with the City of New York, and (ii) ABB EV shall have the right to perform a due diligence investigation of Mr. Norkin personal bankruptcy case.

20. Milestones. Within ten (10) days of execution of the Amendment and satisfaction of the conditions precedent to its effectiveness, ABB EV shall notify BHI and David Norkin of its revised development plan (including

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financing plan) and shall provide periodic reports on project development activities. BHI and David Norkin acknowledge and agree that (i) no such development plan or periodic report shall constitute a representation or warranty that the Project will be successfully developed, and (ii) no failure to follow the development plan and to issue a periodic report shall constitute a default.

21. Exclusivity. During the term of the Second Amendment, neither Mr. Norkin nor BHI shall offer the Site to a third party.

22. Closing. The parties hereto intend to execute definitive documents and satisfy the conditions precedent to their effectiveness on March 29, 2002 or such other date that the parties may agree (the "date of Closing").

If the foregoing terms are acceptable please have your client sign his name on the spaces provided below, once as the principal of BHI and once in his individual capacity, and return a copy of the signature page to me. Upon receipt of the signature page, ABB would commence preparation of the necessary documents with a view to execute such documents on or before March 29, 2001.

Best regards,

Robert Henry

Robert Henry
Vice President & General Counsel

AGREED and ACCEPTED

Britestarr Homes, Inc.

by: David Norkin
its: President

David Norkin
in his individual capacity

cc: Gad Cohen
Steven Smith
Marcela Halmagean
Chris Pham
Bruce Peterson

Exhibit J

ABB

March 13, 2001

Mark Schwarz, Esq.
545 Madison Avenue, 16th Floor
New York, New York 10022

RE: Option Agreement dated as of December 31, 1998, by and between ABB Equity Ventures Inc. and Britestarr Homes Inc.

Dear Mark,

This letter supercedes my letter dated March 12 and my two earlier letters from this morning. The offer contained in my latest letter is hereby withdrawn in light of failure of the parties to agree to terms and the necessity for ABB EV to go to court to protect our rights.

Regards,

Robert Henry
Vice President & General Counsel

cc: Mitchell Fenton
Gad Cohen
Steven Smith
Marcela Halmagean
Chris Pham
Bruce Peterson

Deft. Exh. For ID 357
~~Pltf. Exh In Evd~~ 1/24/05
Linda D. Noto, RPR, CSR

ABB Equity Ventures Inc.

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Suite 100
Princeton, New Jersey 08540

Telephone:
609-243-7575

Telefax:
609-243-9168
609-243-9174
609-243-9175

ABB002426

************** -COMM. JOURNAL- ****************** DATE MAR-13-2001 ***** TIME 11:19 *** P.01

MODE = MEMORY TRANSMISSION START=MAR-13 11:15 END=MAR-13 11:19

FILE NO.= 152

STN NO.	COM	ABBR NO.	STATION NAME/TEL.NO.	PAGES	DURATION
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002	OK	a	16464582341	002/002	00:00'32"
003	OK	a	12038949128	002/002	00:00'33"
004	OK	a	12123091100	002/002	00:00'31"

-ABB EQUITY VENTURES INC. -

************************************ - - ***** - 609 243 9174- *********

ABB

FAX

Number of pages (including this one) = 2

TO: Mark Scwarz, Esq.
1-212-826-1046

Mitchell Fenton, Esq.
1-646-458-2341

David Norkin
1-203-894-9128

Jeff Gutchess, H&W
1-212-309-1100

FROM: Robert Henry

DATE: March 13, 2001

ABB Equity Ventures Inc.
202 Carnegie Center, Suite 100
Princeton, NJ 08540

+1-609-243-7558 (Telephone)
+1-609-243-9168 (Facsimile)
bob.henry@us.abb.com

ABB002427

FAXED

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FAX

Number of pages (including this one) = 2

TO: Mark Scwarz, Esq.
1-212-826-1046

Mitchell Fenton, Esq.
1-646-458-2341

David Norkin
1-203-894-9128

Jeff Gutchess, H&W
1-212-309-1100

FROM: Robert Henry

DATE: March 13, 2001

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bob.henry@us.abb.com

ABB002428

EXHIBIT K

08/27/2001 20:25 FAX 2038949128 NORKIN 001

To: V. PAPARO
B&I
FX: 646-458-2341 mitch ATT 1p
FROM: D. NORKIN
FX: 203-8949128

Dear Vincent:

It is imperative that we institute a Damage suit against ABB as soon as possible. I would like them to be served after the 14th of Sept. If you feel you cannot do this action, for any reason, Please let me know Immediately.

I have been thinking about this since you brought this idea into my head some months ago, and for reasons we can discuss on the phone I think this is an urgent matter. Please Call.

David Norkin

BI 03223

Exhibit L

Piper Rudnick

1251 Avenue of the Americas
New York, New York 10020-1104
main 212.835.6000 fax 212.835.6001

KENNETH C.H. WILLIG
kenneth.willig@piperrudnick.com
Direct 212.835.6240 fax 212.835.6088

May 17, 2002

DELIVERY VIA FACSIMILE

David Norkin
President
Britestar Homes, Inc.
120 Norrans Ridge Road
Richfield, CT 06877

Re: Letter of Retainer

CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION

Dear Mr. Norkin:

This letter is to confirm that Britestarr Homes, Inc. ("BHI") has retained Piper Rudnick LLP to advise and assist you in connection with advice regarding BHI's filing of bankruptcy under Chapter 11 of the United States Bankruptcy Code and related advice in connection therewith.

Upon our initial inquiry, we have determined that our firm does not have any conflict or potential conflict in representing BHI or any party whose interests are aligned with your interests. Consistent with our ethical obligations, if any actual or potential conflict develops or becomes apparent in the future, we will undertake to advise you and to seek to resolve the situation promptly.

Piper Rudnick is a large law firm with offices in various locations throughout the United States. We may currently or in the future represent one or more other clients in matters or

PBS005659

Piper Rudnick

transactions or having other contacts with BHI and/or its affiliates. For example, we may represent other clients in corporate matters (including mergers and acquisitions, takeovers, and other change-in-control issues and transactions) and commercial transactions (including preparation and negotiation of agreements, licenses, leases, loans, securities offerings or underwritings), or in other matters and transactions involving BHI on behalf of these or other clients where we do not represent BHI on the same matter, or on legislative or policy matters, or administrative proceedings that may involve or affect BHI and/or its affiliates or subsidiaries. We understand that BHI consents to the firm's current and future representation of any such other clients in any of such matters without the need for any further consents from BHI, as long as there is no direct conflict of interest. We understand that no such direct conflict would exist where the representation of another client is not substantially and adversely related to the matters the firm is handling for BHI, or where the firm's representation of either BHI or another client would involve legislative issues, policy issues, or administrative proceedings unrelated to the representation of the other. We do not view this advance consent to permit unauthorized disclosure or use of any client confidences.

We will bill you for our services at our standard hourly rates for attorneys and legal assistants in effect at the time the services are performed. My current billing rate is $500 per hour, and the current billing rate for Timothy Walsh, who I expect to be working on this matter, is $415 per hour. The billing rates of other paralegals and attorneys in our firm range from $100 per hour for paralegals to $500 per hour or more for the most senior attorneys. We will, of course, endeavor to provide our services in the most economical and reasonable manner possible. In addition, we will bill you for disbursements incurred in connection with your representation, including telephone, mail, courier, facsimile and telex charges; computer research and

Piper Rudnick

David Norkin
May 17, 2002
Page 3

photocopying charges; travel-related expenses and other various miscellaneous expenses. We do not add any costs to outside expenses. We simply pass them along as incurred. Our practice is to issue statements on a monthly basis, covering services rendered and disbursements recorded during the prior calendar month and we will be paid only in accordance with an order of the Bankruptcy Court.

* * *

We trust this letter accurately reflects the basis for our relationship. Please confirm the terms of this letter by signing the copy of this letter where indicated below and returning a copy to me.

We welcome the opportunity to work with BHI on this matter. If you have any questions, please do not hesitate to call me.

Cordially,

PIPER RUDNICK LLP

By: ______________________
Kenneth C.H. Willig, Partner

ACCEPTED AND AGREED:

____
David Norkin, President
Britestarr Homes, Inc.
May 17, 2002

PBS005661

NEWY1:3417346.v1

EXHIBIT B

Exhibit M

ORDER ENTERED ON:
May 23, 2002
DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT
DISTRICT OF CONNECTICUT
BRIDGEPORT DIVISION

In re: DAVID NORKIN	Chapter 11 Case No. 97-50043 (AHWS)

ORDER UPON CONVERSION OF CASE UNDER CHAPTER 11 TO CASE UNDER CHAPTER 7

____ The debtor in possession has filed a motion in accordance with 11 U.S.C. § 1112(a), seeking to convert this case to a case under chapter 7 of the Bankruptcy Code (title 11 of the United States Code). The court finds that the case is not an involuntary case originally commenced under chapter 11, and that the case has not been converted to a case under chapter 11 on other than the debtor's request.

XXX A party in interest other than the debtor has filed a motion in accordance with 11 U.S.C. § 1112(b) seeking to convert the case to a case under chapter 7 of the Bankruptcy Code (title 11 of the United States Code). The court finds, after notice and a hearing, that the motion should be granted.

IT IS ORDERED THAT:

1. This chapter 11 case is converted to a case under chapter 7, based on the consent of the Debtor endorsed on the second page of this Order.

2. The debtor in possession or the chapter 11 trustee shall:

   a. forthwith turn over to the chapter 7 trustee all records and property of the estate under its custody and control as required by Bankruptcy Rule 1019(5); and

   b. within 30 days of the date of this order, file an accounting of all receipts and distributions made, together with a schedule of all unpaid debts incurred after the commencement of the chapter 11 case as required by Bankruptcy Rule 1019(6).

3. The debtor within 15 days of the date of this order shall file the statements and schedules required by Bankruptcy Rules 1019(1)(A) & 1007(b), if such documents have not already been filed.

#215

4. The debtor within 30 days of the date of this order shall file:

   a. a schedule of all property acquired or disposed of with a value in excess of $1,000.00 after the commencement of the chapter 11 case but before the entry of this conversion order;

   b. a schedule of executory contracts entered into or assumed after the commencement of the chapter 11 case but before the entry of this conversion order; and

   c. a schedule of unpaid debts of the debtor not listed in the original schedules and statement of financial affairs, which were incurred after the commencement of the chapter 11 case but before the entry of this conversion order, as required by Bankruptcy Rule 1019(6); and a supplemental matrix of these creditors.

Dated: May 23, 2002

ALAN H.W. SHIFF
CHIEF UNITED STATES BANKRUPTCY JUDGE

CONSENTED TO BY:

David D. Norkin **May 23, 2002**

Exhibit N

CONVERTED

U.S. Bankruptcy Court
District of Connecticut (Bridgeport)
Bankruptcy Petition #: 97-50043

Assigned to: Alan H.W. Shiff
Chapter 7
Previous chapter 11
Voluntary
Asset

Date Filed: 01/09/1997
Date Converted: 05/23/2002

David Norkin 41 Chestnut Wood Road West Redding, CT 06896 (203) SSN: xxx-xx-7249 ***Debtor***	represented by	**Mark M. Kratter** Law Offices of Mark M. Kratter 71 East Avenue Suite C Norwalk, CT 06851 (203) 853-2312 Email: laws4ct@aol.com **Richard D. Zeisler** Zeisler & Zeisler 558 Clinton Avenue P.O. Box 3186 Bridgeport, CT 06605 (203) 368-4234 *TERMINATED: 05/23/2002*
Ronald I. Chorches Law Offices of Ronald I. Chorches LLC 433 Silas Deane Highway 2nd Floor Wethersfield, CT 06109 860-563-3955 ***Trustee***	represented by	**Thomas A. Gugliotti** Updike, Kelly & Spellacy One State Street P.O. Box 231277 Hartford, CT 06103 (860) 548-2661 Fax : 860-548-2680 Email: tgugliotti@uks.com
U. S. Trustee Office of the U.S. Trustee One Century Tower, Suite 1103 265 Church Street New Haven, CT 06510 ***U.S. Trustee***	represented by	**Carol A. Felicetta** Reid and Riege, P.C. 234 Church Street 9th Floor New Haven, CT 06510-1819 (203) 777-8008 Fax : 203-777-6304 Email: cfelicetta@reidandriege.com **Steven E. Mackey**

05/22/2002	218 Request for a Hearing by Richard D. Zeisler for Debtor David Norkin RE: [217-1] Motion To Withdraw as Attorney for the Debtor by Richard D. Zeisler (E. Caban) (Entered: 05/24/2002)
05/22/2002	Hearing Re: [196-2] Motion or To Dismiss Case by Internal Revenue Service continued to 10:00 5/23/02 at Room 123, Courtroom, [196-1] Motion To Convert Case From Chapter 11 To Chapter 7 (Filing Fee $ none, Receipt # none) by Internal Revenue Service continued to 10:00 5/23/02 at Room 123, Courtroom (R. Senteio) (Entered: 05/28/2002)
05/22/2002	Hearing Re: [217-1] Motion To Withdraw as Attorney for the Debtor by Richard D. Zeisler contineud to 10:00 5/23/02 at Room 123, Courtroom (R. Senteio) (Entered: 05/28/2002)
05/23/2002	216 Notice of First Meeting of Creditors Scheduled For 1:00 6/26/02 At Office of the U.S. Trustee ; Last Day to Oppose Discharge 8/26/02 ;Last Day to File Proofs of Claim: 9/24/02 (M. James) (Entered: 05/23/2002)
05/23/2002	Update Deadline . ;Proof of Claims (gov) Due: 9/24/02 (M. James) (Entered: 05/23/2002)
05/23/2002	215 Order Converting Case. Ronald Chorches Appointed, and Certificate of Service thereon. (M. James) (Entered: 05/23/2002)
05/23/2002	219 ORDER Granting [217-1] Motion To Withdraw as Attorney for the Debtor by Richard D. Zeisler . Involvement of attorney Richard D. Zeisler for David Norkin Terminated , with Certificate of Mailing thereon. (E. Caban) (Entered: 05/24/2002)
05/23/2002	Hearing Held Re: [217-1] Motion To Withdraw as Attorney for the Debtor by Richard D. Zeisler - granted. (R. Senteio) (Entered: 05/28/2002)
05/23/2002	Hearing Held Re: [196-2] Motion or To Dismiss Case by Internal Revenue Service, [196-1] Motion To Convert Case From Chapter 11 To Chapter 7 (Filing Fee $ none, Receipt # none) by Internal Revenue Service - motion to convert granted. (R. Senteio) (Entered: 05/28/2002)
05/29/2002	220 Motion By Creditor Oak Point Property, Inc. For Change of Venue Transferring all proceedings in re: Britestarr Homes, Inc., Case 02-12411(CB) From Southern District of New York to Brigdeport, CT . (S. Comstock) (Entered: 05/30/2002)
05/29/2002	221 Motion By Creditor Oak Point Property, Inc. To Expedite Hearing Re: ([220-1] Motion For Change of Venue Transferring all proceedings in re: Britestarr Homes, Inc., Case 02-12411(CB) From Southern District of New York to Brigdeport, CT by Oak Point Property, Inc.) , To Limit Notice in re: [220-1] Motion For Change of Venue Transferring all proceedings in re: Britestarr Homes, Inc., Case 02-12411(CB) From Southern District of New York to Brigdeport, CT by Oak Point Property, Inc. (S. Comstock) (Entered: 05/30/2002)
05/30/2002	222 Request for a Hearing by Timothy D. Miltenberger for Creditor Oak Point Property, Inc. RE: [220-1] Motion For Change of Venue Transferring all proceedings in re: Britestarr Homes, Inc., Case 02-12411(CB) From Southern District of New York to Brigdeport, CT by Oak Point Property, Inc. (S. Comstock) (Entered: 05/30/2002)

EXHIBIT O

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ATTORNEY CLIENT PRIVILEGED AND CONFIDENTIAL

October 26, 2004

Mr. Mark M. Kratter
Law Offices of Mark M. Kratter
317 Madison Avenue
New York, New York 10017

Re: *Britestarr Homes, Inc. v. Piper Rudnick LLP* and *David Norkin v. Piper Rudnick LLP*

Dear Counsel:

This letter sets out the cooperating attorney agreement, or joint prosecution agreement, between Caddell & Chapman ("C&C") and The Law Offices of Mark M. Kratter concerning litigation against Piper Rudnick LPP ("Piper") with respect to Piper's representation of Britestarr Homes, Inc. and Mr. Norkin from 1999 until 2002. You have advised us that the firm The Law Offices of Mark Kratter will soon become Kratter & Gustafson, LLC. Upon the switch to Kratter & Gustafson, LLC, this agreement shall remain enforceable as an agreement with both the predecessor firm, The Law Offices of Mark Kratter, as well as the successor firm, Kratter & Gustafson, LLC (collectively referred to as "Kratter").

C&C is currently serving as special counsel to the debtor, Britestarr Homes, Inc. ("Britestarr"), in pursuing Britestarr's claims against Piper in an adversary proceeding (the "Adversary Proceeding"). Kratter is currently representing Mr. Norkin, Britestarr's former President, in investigating and pursuing claims that Mr. Norkin may have against Piper. Several months ago, C&C and Kratter met in Kratter's office in Connecticut. During that meeting, Kratter requested that C&C provide Kratter with the depositions taken thus far in the Adversary Proceeding. During the last several months, Kratter and Mr. Norkin have had an opportunity to review the depositions. Kratter anticipates soon taking legal action against Piper on Mr. Norkin's behalf. Both parties to this agreement believe that any claims that Mr. Norkin has against Piper are not property of Mr. Norkin's personal bankruptcy estate because those claims arose after Mr. Norkin filed for bankruptcy in 1997. Hence, C&C and Kratter have agreed to cooperate with one another to advance the claims of their respective clients against the common defendant, Piper.

JOINT PROSECUTION AGREEMENT

The parties agree as follows:

1. *Parties' Reciprocal Interests in Respective Cases Against Piper.*

a. C&C agrees to assist Kratter, or another attorney that Mr. Norkin retains as trial counsel, in pursuit of Mr. Norkin's claims against Piper ("Norkin Claims"). C&C has already assisted by providing Kratter with the depositions taken in the Adversary Proceeding. In the future, C&C will assist Mr. Norkin's litigation counsel when drafting the initial complaint, drafting discovery, or preparing for depositions. To do so, C&C will discuss the facts that C&C has uncovered during discovery of the Adversary Proceeding and will describe the theories that C&C has developed during the Adversary Proceeding. In exchange, Mr. Norkin hereby conveys to C&C a twenty percent (20%) interest in any recovery made with respect to any of Mr. Norkin's claims against Piper, the Norkin Claims.

b. Likewise, Mr. Norkin's litigation counsel agrees to assist C&C in its pursuit of Britestarr's claims against Piper. Mr. Norkin's litigation counsel agrees to periodically update C&C on the facts uncovered during discovery in Mr. Norkin's suit against Piper. Mr. Norkin's litigation counsel also agrees to periodically make himself and Mr. Norkin available to discuss the facts concerning Mr. Norkin's knowledge of Britestarr and its business dealings. Mr. Kratter agrees to make himself and Mr. Norkin available on Wednesday, October 27, 2004, for Mr. Norkin's deposition in the Adversary Proceeding. In exchange for performance of these commitments, C&C hereby conveys to Mr. Norkin a fifteen-percent (15%) interest in Oak Point Property, Inc.'s rights to receive proceeds from Britestarr's recovery against Piper in the Adversary Proceeding.

c. In the Britestarr bankruptcy proceeding, an affiliate of Oak Point Property, Inc. has agreed to pay creditors of Britestarr. The affiliate will pay the creditors with the funds that it obtains in a financial closing that will likely occur in January 2005 (hereinafter "Financial Closing"). The parties to the instant agreement recognize that the Adversary Proceeding may be resolved prior to the Financial Closing. The parties also recognize that Oak Point Property, Inc. may be required to use the proceeds that it receives from the Adversary Proceeding to pay the Britestarr creditors. If so, then C&C may not receive its interest in Oak Point Property, Inc.'s rights to receive proceeds from the Adversary Proceeding until the Financial Closing. If that occurs, then C&C will pay Mr. Norkin his fifteen-percent (15%) interest in Oak Point Property, Inc.'s rights to receive proceeds from the Adversary Proceeding when C&C receives its monies from Oak Point Property, Inc.

2. *Expenses and Case Costs.*

a. Each party will be responsible for the expenses and case costs associated with the respective case that each party is pursuing. Specifically, C&C, along with Britestarr, has been responsible, and will continue to be responsible, for the expenses and case costs associated with prosecuting the Adversary Proceeding. Likewise, Mr. Norkin will be responsible for the expenses and case costs associated with prosecuting the case that Mr. Norkin will soon pursue against Piper.

b. To assist Mr. Norkin and his counsel in prosecuting Mr. Norkin's claims against Piper, beginning in December 2004, and continuing until resolution of either the Adversary Proceeding or the Norkin Claims, C&C will advance to Mr. Norkin's litigation counsel $3,000 per month to finance litigation costs. In November 2004, C&C will advance an initial one-time amount of $10,000 to Mr. Norkin's litigation counsel to help finance the filing of Mr. Norkin's lawsuit against Piper. Mr. Norkin will reimburse C&C for any amounts that C&C advances to Mr. Norkin's litigation counsel out of Mr. Norkin's recovery, if any, in the Adversary Proceeding or the Norkin Claims against Piper, whichever occurs first. If the Adversary Proceeding is resolved before Mr. Norkin's claims against Piper are resolved, then C&C will obtain reimbursement from Mr. Norkin by subtracting the advances made to his litigation counsel from the monies that he is entitled to receive pursuant to his fifteen-percent (15%) interest in Oak Property, Inc.'s rights to receive proceeds from Britestarr's recovery against Piper in the Adversary Proceeding. Conversely, if Mr. Norkin's claims against Piper are resolved before the Adversary Proceeding is resolved, then C&C will obtain reimbursement of the advances by Mr. Norkin and/or his litigation counsel making payment to C&C for the amount of the advances, in addition to paying C&C the monies that it is entitled to receive pursuant to its twenty percent (20%) interest in Mr. Norkin's claims against Piper.

3. *Attorneys' Fees.*

The parties are not agreeing to share any portion of the attorneys' fees that each party earns in prosecuting these two respective matters. Specifically, C&C will be compensated for its work on the Adversary Proceeding according to the fee agreement that it has entered into with Britestarr. Mr. Norkin's litigation counsel is not entitled to any portion of the fees that C&C earns from its work on the Adversary Proceeding. Likewise, Mr. Norkin's litigation counsel will be compensated for his work on Mr. Norkin's claims against Piper according to the fee agreement that those parties agree upon. Similarly, C&C is not entitled to any portion of the fees that Mr. Norkin's litigation counsel earns from pursuing Mr. Norkin's claims against Piper.

4. *Amendments.* This agreement may only be amended by written agreement of the parties to it.

5. *Severability.* If, for any reason, any provision or clause of any sentence is deemed invalid, void, voidable, or unenforceable by a court of proper jurisdiction, the agreement shall then be considered divisible as to such part, with the remainder of that sentence or clause and/or agreement remaining as valid and binding as though the such part were not included in the agreement.

6. *Assignment.* Particularly because of the personal nature of the obligations, this Agreement shall not be assigned by any party without the written consent of all others.

7. *Choice of Law.* The parties agree that New York law will govern this agreement.

8. A signed fax copy of this agreement shall have the same effect as an original signed copy.

If the foregoing accurately reflects your understanding of our agreement, please sign a copy of this letter where indicated.

Best regards. We look forward to working with you on this important matter.

Sincerely,

Michael Caddell

Michael A. Caddell
Caddell & Chapman

David Norkin

Mark M. Kratter
Law Offices of Mark M. Kratter

10/26/04
Date

MAC/me

TOTAL P.06